SPRINT CORPORATION
Reply Comments - CC Docket No. 96-98
June 3, 1996

ciates LEC concerns about reserving sufficient capacity for their own future needs. However, Sprint also recognizes that facilities-based competition will not develop without reasonable and nondiscriminatory access to rights-of-way, and that the immediate needs of competitors should not be sacrificed to the more speculative long-term needs of the LECs.³⁰

V. CONCLUSION.

If competition in the local and intraLATA toll markets is to develop, the Commission must establish national standards regarding dialing parity, number administration and access to rights-of-way. Leaving these matters to individual carrier negotiations is costly, inefficient, time-consuming, and does not offer adequate assurances of nondiscriminatory rates, terms and conditions. Therefore, the Commission should adopt the attached rules requiring LECs to provide access to services and facilities to competitors on the same basis as the LECs obtain such services and facilities for themselves and their affiliates.

³⁰ Any LEC which believes that it needs to reserve capacity for uses beyond the one-year planning window should justify the extension under the Commission's waiver mechanism.

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Respectfully submitted,

SPRINT CORPORATION

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June 3, 1996

SPRINT CORPORATION'S REVISED PROPOSED RULES¹

PART X -- INTERCONNECTION WITH INCUMBENT LOCAL EXCHANGE CARRIERS

§X.1 Applicability

This Part governs the interconnection obligations of local exchange carriers under §251 of the Communications Act of 1934, as amended ("the Act"). The rules in this Part shall be binding on all State commissions acting on all matters within the scope of §§251 and 252 of the Communications Act of 1934, as amended ("the Act").

§X.2 Definitions

- (a) The definitions in the Communications Act of 1934, as amended, shall apply except as otherwise indicated below.
- (b) "Technical feasibility" means possible to accomplish without a scientific or technological breakthrough, i.e., without an advance in the state of the art.

§X.3 Duty to negotiate in good faith

Incumbent local exchange carriers shall negotiate in good faith with carriers requesting agreements under §251 of the Act. In addition to the matters specified in §252(b)(5) of the Act, violations of the duty to negotiate in good faith include (but are not limited to):

- (a) Refusal to begin negotiations until unreasonable pre-conditions have been met (e.g., that an entrant limit its legal remedies in the event negotiations do not result in an agreement, be "certified" by the state, or accept a non-disclosure agreement containing terms such as prohibition on disclosure of information to regulatory bodies, courts, or the Department of Justice).
- (b) Failure to provide relevant information necessary to allow parties to engage in meaningful negotiations or arbitration (e.g., other interconnection agreements; cost and demand information relevant to pricing of interconnection, network elements, collocation, or wholesale service).
- (c) Refusal to commence or participate in negotiations, mediation, or arbitration, with or without the state commission present.

¹ These rules reflect the positions taken in Sprint's initial comments and reply comments in this docket. These rules do not reflect other policies and actions Sprint urges the Commission to adopt and take in this proceeding.

- (d) Refusal to negotiate terms for each item listed in Section 251 (and Section 271(c)(2)(B) if applicable).
- (e) Refusal to cooperate with the state commission in carrying out its function as a mediator or arbitrator.
- (f) Failure to confer authority on negotiators to bind the carrier to an agreement, absent unforeseen circumstances.

§X.4 Filing of Agreements

- (a) Any agreement in effect between an incumbent local exchange carrier and any other carrier regarding interconnection, services (including transport and termination of interconnection traffic) or network elements that was entered into before the effective date of this section shall be filed publicly by the incumbent local exchange carrier with the State commission within 30 days of the effective date of this section. If the incumbent local exchange carrier intends to renegotiate the terms of such agreement, it shall so advise the State commission at the time of filing. The incumbent local exchange carrier shall extend the terms of such agreement that remains in effect six months after the effective date of this section to any other telecommunications carrier agreeing to such terms
- (b) Any agreement between an incumbent local exchange carrier and any other carrier regarding interconnection, services (including transport and termination of interconnection traffic) or network elements pursuant to §251 of the Act that is entered into on or after the effective date of this section shall be publicly filed by the incumbent local exchange carrier with the State commission within ten days of its execution.

§X.5 Interconnection

(a) Interconnection -- i.e., the physical linking of the networks of two carriers -- shall be made available by an incumbent local exchange carrier at any technically feasible point, including tandem and end-office switch locations and at meet points. Interconnection for purposes of this section may only be made available to carriers seeking to provide local exchange service or exchange access service. Meet-point interconnection shall take place at any point chosen by the telecommunications carrier requesting interconnection with the incumbent local exchange carrier, and the cost of the interconnecting facility shall be shared by the two carriers in proportion to the amount of the facility provided by each carrier, so long as the length of the facility, measured from the location of the incumbent local exchange carrier's switch to which the facility is to be connected, does not exceed three miles. In the event that the length of such facility exceeds three miles, the cost of that portion of the facility in excess of three miles shall be borne by the telecommunications carrier requesting interconnection. Any telecommunications carrier requesting interconnection at any point other than a tandem or end-office switch location or meetpoint shall specify the desired point of interconnection with sufficient detail (e.g., the location of the requested point of interconnection and the type of equipment or facilities intended to be used) to permit meaningful evaluation by the incumbent local exchange carrier. The incumbent local

exchange carrier shall have the burden of proof to show that a requested point of interconnection is not technically feasible. Once interconnection at a particular point is made available by any incumbent local exchange carrier, it should be presumed that it is technically feasible for other incumbent local exchange carriers, using like technology, also to provide such interconnection. If an incumbent local exchange carrier claims that interconnection at a requested point is not technically feasible, it shall:

- (1) offer the requesting carrier economical alternatives to the interconnection that the incumbent local exchange carrier believes is not technically feasible;
- (2) describe to the requesting carrier how the requested interconnection functions are accomplished within the incumbent local exchange carrier's own network;
- (3) explain to the requesting carrier why the incumbent local exchange carrier's own interconnection functions cannot be used for the requested interconnection;
- (4) undertake studies and analyses to assess the technical feasibility of the requested interconnection and provide the requesting carrier with all such studies and analyses; and
- (5) provide the requesting carrier with all other relevant information and documents that the incumbent local exchange carrier relied upon to conclude that the requested interconnection was not technically feasible.

All such information may be provided by the requesting carrier to the State commission under §252 of the Act.

- (b) The incumbent local exchange carrier shall allow a requesting carrier the same technical interconnections that it uses for itself or its affiliates, or provides to any other carrier. To the extent there are fixed costs involved in providing a particular interconnection, the agreement between the incumbent local exchange carrier and the requesting carrier shall provide for recovery of those costs to be shared by any other carriers that later purchase the same interconnection arrangement. The incumbent local exchange carrier shall impute to its retail rates, in the aggregate, the same interconnection charges as are charged to its competitors, plus the costs of any other services and functionalities actually used by the incumbent local exchange carrier. The incumbent local exchange carrier shall not impose restrictions on how the interconnections can be used by the requesting carrier.
- (c) The incumbent local exchange carrier shall provide, on non-discriminatory terms, interconnections equal in quality to those it uses itself or provides to affiliates or to any other carrier. If it is technically infeasible to do so, the incumbent local exchange carrier shall provide interconnections that are the equivalent in quality, from the perspective of both the requesting carrier and its customers, to the interconnections it provides to itself or other parties. In the event interconnections of equal quality cannot be provided, the charges shall appropriately reflect the lesser quality of interconnection. The incumbent local exchange carrier shall not be deemed to have provided interconnections equal in quality to those it uses itself until it provides electronic bonding as ordered in CC Docket No. 96-98.

- (d) In addition to the foregoing, the rules and policies (other than those pertaining to pricing) applicable to physical and virtual collocation, promulgated in CC Docket No. 91-141, shall also apply.
- (e) The rates and charges for interconnection shall be set equal to total service long run incremental costs ("TSLRIC"), plus an allowance for shared costs not to exceed 15% of TSLRIC.

§X.6 Unbundled network elements

- (a) For purposes of this section, the term "network element," as defined in §3(29) of the Act, shall not be construed to include services (such as custom calling features) offered as retail services to non-carrier customers.
- (b) Carriers purchasing unbundled network elements from an incumbent local exchange carrier are entitled to utilize such elements to provide any service for which that element can be used, including exchange access service. The incumbent local exchange carrier shall not assess such carrier any interstate or intrastate access charges that relate to such element.
- (c) Each incumbent local exchange carrier shall provide, at a minimum, the following unbundled network elements:
 - (1) loops, <u>i.e.</u>, channels from the requesting carrier's or end-user's premises to the host office in the same exchange, or to the remote switch if there is no host switch in such exchange:
 - (2) local switching, <u>i.e.</u>, the ability to switch calls from one line to another, or from a line to a trunk;
 - (3) tandem switching, i.e., trunk-to-trunk connections;
 - (4) transport, <u>i.e.</u>, transmission of call, either on dedicated or common facilities, between incumbent local exchange carrier offices and between an incumbent local exchange carrier office and a location designated by the requesting carrier;
 - (5) access to databases (Line Information Database and Toll Free Calling) and signaling systems (at Signal Transfer Points);
 - (6) billing data; and
 - (7) electronic bonding, <u>i.e.</u>, seamless mainframe-to-mainframe interfaces with operational support systems, including ordering and provisioning, trouble reporting and fault management, performance monitoring, network and traffic management, and facility assignment and control systems. Such electronic bonding shall be provided pursuant to industry standards within twelve months after such standards have been established.
- (d) Any carrier requesting the unbundling of a network element other than those specified in paragraph (c) of this section shall define the requested network element with sufficient detail (e.g., the facility, equipment, feature, function or capability requested) to permit meaningful evaluation by the incumbent local exchange carrier. The incumbent local exchange carrier has the burden of proof to show that providing a requested unbundled network element is not technically

feasible. Once an unbundled network element is made available by any incumbent local exchange carrier, it is presumed that it is technically feasible for other incumbent local exchange carriers, using like technology, also to provide such element. If an incumbent local exchange carrier claims that provision of an unbundled network element is not technically feasible, it shall:

- (1) offer the requesting carrier economical alternatives to the network element that the incumbent local exchange carrier believes is not technically feasible;
- (2) describe to the requesting carrier how the requested network element's functions are accomplished within the incumbent local exchange carrier's own network;
- (3) explain to the requesting carrier why the incumbent local exchange carrier's own network element's functions cannot be used for the requested interconnection;
- (4) undertake studies and analyses to asses the technical feasibility of providing the requested network element, and provide the requesting carrier with all such studies and analyses; and
- (5) provide the requesting carrier with all other relevant information and documents that the incumbent local exchange carrier relied upon to conclude that providing the requesting network element was not technically feasible.

All such information may be provided by the requesting carrier to the State commission under §252 of the Act.

- (e) The rates and charges for unbundled network elements shall be set equal to TSLRIC, plus an allowance for shared costs not to exceed 15% of TSLRIC.
- (f) The rate structure for unbundled network elements shall recover costs in a manner that reflects the way costs are incurred. Non-traffic sensitive charges shall be used for dedicated facilities, and costs of shared facilities shall be apportioned fairly, efficiently and in a competitively neutral manner among the users of such facilities. Charges for loops shall either be flat charges or distance-sensitive flat charges. Charges for local switching shall consist of a charge for the dedicated interface plus a charge for basic switching capacity based on the number of links from such interface into the switch. Transport charges shall utilize the structure adopted in CC Docket No. 91-213, except that the residual interconnection charge does not apply. Density zone pricing shall be employed for all unbundled network elements the costs of which vary with density.
- (g) The incumbent local exchange carrier shall impute to its retail prices in the aggregate the charges for unbundled network elements plus the costs of other services and functionalities actually used by the incumbent local exchange carrier.

§X.7 Resale

(a) Each local exchange carrier shall make available for resale, all services and service features offered at retail to consumers: <u>Provided, however</u>, that local exchange carriers may preclude the resale of residential local exchange service to business customers so long as residential and business services, provided over identical facilities, are required by the State commission to be priced differently, and may restrict the resale of any service receiving explicit

universal service support (including Lifeline and other services that may be supported pursuant to orders issued in CC Docket No. 96-45) to customers eligible to receive such supported service.

(b) Incumbent local exchange carriers shall charge wholesale rates, for each service for which resale is required, set at the retail rate, less the sum of the avoided costs (both fixed and volume-sensitive) for each category of costs (e.g., marketing, sales, billing and collection) that are not incurred in providing service to retail subscribers: Provided, however, that in calculating such avoided costs, the incumbent local exchange carrier shall be credited with any added costs that are incurred because of the provision of the service on a wholesale basis.

§X.8 Reciprocal compensation for transport and termination of traffic

- (a) This section applies to reciprocal compensation arrangements between an incumbent local exchange carrier and any other carrier for transport and termination of local traffic originating on the network of one carrier and terminating on the network of the other carrier.
- (b) Rates for transport and termination of traffic subject to this section shall be set equal to the TSLRIC: <u>Provided, however</u>, that with respect to charges for termination, no costs of non-traffic sensitive facilities shall be included in the computation of TSLRIC. The charges for termination shall consist of capacity-based port charges.
- (c) Notwithstanding paragraph (b) of this section, for no more than a two-year period commencing with the date each carrier begins to exchange local traffic with the incumbent local exchange carrier, bill-and-keep shall be employed for termination i.e., neither carrier shall charge the other carrier for termination. Nothing in this paragraph or paragraph (b) of this section shall preclude carriers from agreeing to employ bill-and-keep for a period longer than two years, or from agreeing to a different arrangement, consistent with paragraph (b), before the end of the two-year period.

§X.9 Dialing Parity

- (a) Each local exchange carrier shall enable its customers to receive calls originating on another carrier's network, and place calls terminating on another carrier's network, without dialing extra digits (including access codes or personal identification numbers), paying additional fees, or incurring unreasonable dialing delays. Such calls include local calls, and international, interstate and intrastate toll calls. For purposes of this paragraph, dialing delays encompass the period beginning when the caller completes dialing the call and ending when the local exchange carrier delivers the call to a competing service provider.
- (b) In carrying out its duties under paragraph (a) of this section, each local exchange carrier shall permit its customers to presubscribe to a carrier for all interLATA toll calls and international calls; and to choose between that carrier and the local exchange carrier to handle intraLATA toll calls. Such presubscription shall be carried out by all incumbent local exchange carriers that are subject to equal access requirements pursuant to §251(g) of the Act through balloting and allocation procedures adopted in CC Docket Nos. 83-1145 and 78-72, except that

no reballoting shall be required if intraLATA equal access becomes available after interLATA equal access has been implemented.

- (c) Each local exchange carrier customer shall be permitted to:
- (1) reach a local operator by dialing "0" or "0" plus a local number;
- (2) reach a directory assistance service; and
- (3) obtain a directory listing regardless of the identity of the customer's local exchange carrier.

on non-discriminatory terms.

§X.10 Access to Right of Way

- (a) Each local exchange carrier shall provide competing local exchange carriers with access to its poles, ducts, conduit and rights-of-way, subject to availability of space, and to reasonable safety, reliability or general engineering requirements, on the same terms and conditions available to itself and/or its affiliates. Any local exchange carrier that restricts such access shall bear the burden of justifying the reasonableness of such restriction and shall provide to the requesting carrier all information relevant to such restriction, including, but not limited to, a showing of current fill factors, expected demand growth rates, and timelines for future capacity increases or upgrades.
- (b) Each local exchange carrier shall charge all users of its poles, ducts, conduits and rights-of-way the same rate for such access, regardless of the service being provided. This requirement shall expire 5 years after the date of adoption of this rule.
- (c) No local exchange carrier may enter into an agreement that grants such carrier an exclusive easement or any other exclusive right of access for the provision of communications services.

CERTIFICATE OF SERVICE

I, Melinda L. Mills, hereby certify that I have on this 3rd day of June, 1996, sent via U.S. First Class Mail, postage prepaid, or Hand Delivery, a copy of the foregoing "Reply Comments of Sprint Corporation" in the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Dialing Parity/Number Administration/Access to Rights-of-Way, CC Docket No. 96-98, filed this date with the Acting Secretary, Federal Communications Commission, to the persons on the attached service list.

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